

0301

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

CIVIL ACTION NO.

93-10923T

GENERAL CHEMICAL CORP.;  
WORCESTER STAMP COMPANY;  
ABCOR, INC.; ADCOLE CORP.;  
A. E. BURGESS LEATHER CO. INC.;  
ALDEN RESEARCH LABORATORY; ALLIED  
CHEMICAL; ALTRON, INC.; AMERICAN  
CYANAMID CO.; AMERICAN FINISH & CHEMICAL  
CO.; AMERICAN OPTICAL CORP.; AMERICAN  
POWER DEVICES; AMICON CORPORATION;  
ANDERSON POWER PRODUCTS, CO. INC.;  
ANSON, INC.; ARROW AUTOMOTIVE  
INDUSTRIES, INC.; ARROWHEAD ENTERPRISES,  
INC.; ARTISAN INDUSTRIES, INC.; ATKINS &  
MERRILL; AUGAT, INC.; AVCO EVERETT  
RESEARCH LABORATORY; BACON INDUSTRIES,  
INC.; THE BADGER COMPANY., INC.;  
BARCLAY CHEMICAL CO., INC.;  
BASF CORP.; BELLOFRAM CORPORATION;  
B. F. GOODRICH CO.; BLACK &  
DECKER (U.S.) INC.; BLH ELECTRONICS,  
INC.; BORDEN, INC.; BORDEN & REMINGTON  
CORP.; BOSTIK; BOSTON CITY HOSPITAL;  
BOSTON EDISON CO.; BOSTON INSULATED WIRE  
& CABLE CO., INC.; BRAND-REX COMPANY;  
BRIDGEPORT MACHINES; CAMBRIDGE  
THERMIONICS, INC.; CAPITOL CIRCUITS  
CORP.; CAPITOL MAGNETIC PRODUCTS;  
CAPITOL MOLDING CORP.; CARLISLE SCREW  
CORP.; CENTRONICS DATA COMPUTER CORP.;  
C. F. JAMESON & CO., INC.; CIBA-GEIGY  
CORP.; CIRCUIT-WISE INC.; CLEAN WAY  
INDUSTRIES, INC.; COLUMBIA EQUIPMENT CO.  
INC.; COLUMBIA MAGNETICS; COLUMBUS  
COATED FABRICS; COMPONENTS, INC.;  
COMPUGRAPHIC CORP.; CONDUCTORLABS, INC.;  
CONSOLIDATED METAL FINISH, INC.;  
CONTERM CORP.; COPOLYMER RUBBER &  
CHEMICAL CORP.; COPPUS ENGINEERING CORP.;  
COULTER INFORMATION SYSTEMS, INC.;  
CRAIG SYSTEMS CORP.; DATA GENERAL CORP.  
DAVID CLARK CO., INC.; DAVIDSON RUBBER

CO.; DELTA ELECTRONICS MFG. CORP.; )  
 DI-AN CONTROLS, INC.; DIGITAL EQUIPMENT )  
 CORP.; THE DOW CHEMICAL COMPANY; )  
 DOW CORNING CORP.; )  
 DYMO GRAPHIC SYSTEMS; DYMO RETAIL )  
 SYSTEMS; DYNATECH CORPORATION; EASTMAN )  
 KODAK CO.; ECC CORPORATION; EG & G, INC.; )  
 E. I. DUPONT DE NEMOURS AND COMPANY; )  
 ELECTRO SIGNAL LAB, INC.; ELECTRODYNE )  
 CO., INC.; ELECTRONIC PRODUCTS, INC.; )  
 ELECTRONICS CORP. OF AMERICA; EMHART )  
 CORP.; ENGELHARD CORP.; ERCON, INC.; )  
 EXIDE SAFETY SYSTEMS, ESB, INC.; )  
 FAIRCHILD SEMICONDUCTOR CORP.; FENWAL )  
 CO., INC.; FERROFLUIDICS CORP.; FOSTER )  
 GRANT CO., INC.; G & R SCREW MACHINE )  
 PRODUCTS, INC.; GAF CORP.; GAMEWELL )  
 SYSTEMS CORP.; GAR DOC, INC.; GENERAL )  
 ELECTRIC CO., INC.; GENERAL LATEX & )  
 CHEMICAL CORP.; GEOCHEM, INC.; )  
 GEORGE DEMARAIS; GEORGE S. CARRINGTON CO; )  
 GERMANIUM POWER DEVICES CORP.; GHZ )  
 DEVICES CO., INC.; THE GILLETTE COMPANY; )  
 GOULD SHAWMUT DIV.; GTE SYLVANIA, INC.; )  
 HAARTZ-MASON, INC.; HADCO PRINTED )  
 CIRCUIT CO.; HALLIBURTON INDUSTRIAL )  
 SERVICES, INC.; HAMBLET & HAYES CO.; )  
 HARTFORD HOSPITAL; HARTFORD PRECISION )  
 PRODUCTS CO.; HAVERHILL GAS CO.; )  
 HERMETITE CORP.; HEWLETT PACKARD CO.; )  
 HITCHINER MANUFACTURING CO., INC.; )  
 HONEYWELL INC./BULL HN INFORMATION )  
 SYSTEMS INC.; HURLEY PACKAGING CORP.; )  
 HYBRID SYSTEMS CORP.; IBM CORP.; )  
 ICON CORP.; IMLAC CORP.; )  
 INDUSTRIAL SOLID STATE CONTROLS DIV.; )  
 INFOREX CORP.; INFRARED INDUSTRIES, INC; )  
 INTEREX CORP.; IONICS, INC.; ITEK CORP.; )  
 ITT SEMICONDUCTORS DIV. OF ITT CORP.; )  
 JAMESBURY CORP.; JANCO, INC.; )  
 JERGUSON GAGE & VALVE DIV.; J.H. WINN, )  
 INC.; JOHN J. DANAI'S CO., INC.; )  
 KEENE CORP.; KENICS CORP.; KOLLSMAN )  
 INSTRUMENT CO.; KSC SEMICONDUCTOR CORP.; )  
 K.W. THOMPSON TOOL CO.; LEPAGES INC.; )  
 LOWELL SHOE CO.; MADICO INC.; )  
 MARISOL, INC.; MASON AND DIXON TANK )  
 LINES, INC.; MASS DISPOSAL; )  
 MCARTHUR CHEMICAL CO., LTD.; METALIZED )  
 CERAMICS CORP.; MICRO-BIT CORP.; )  
 MILLIPORE CORP./WATERS; )  
 MKS INSTRUMENTS, INC.; )  
 MOBIL OIL - CARTERET; MOBIL TYCO )  
 SOLAR ENERGY; MONSANTO CO.; )

MULTI-CIRCUITS; MYER WORLD; NASHUA CORP.; )  
NATIONAL CASH REGISTER CO.; )  
NATIONAL HEEL CO., INC.; NAVTEC, INC.; )  
NEW ENGLAND MEDICAL CENTER HOSPITALS INC )  
NEW ENGLAND NUCLEAR; NORRIS IND., INC.; )  
NORTHEAST LABORATORY MACHINE CO., INC.; )  
OMNI SPECTRA, INC.; PACKAGE CHEMICAL )  
CO., INC.; PANDEL-BRADFORD INC.; )  
PARKER'S EXPRESS; PARLEX CORP.; )  
PEIRCE BROS. OIL SERVICE, INC.; )  
PERVEL INDUSTRIES, INC.; PFIZER INC.; )  
POLAROID CORP.; PRESMET CORP.; )  
PRINCE PACKAGING; PYROTEX CORP.; )  
QUALITY ENAMEL CO.; RAYBESTOS; )  
RAYTHEON COMPANY; RCA CO., INC.; )  
REED ROLLED THREAD; ROY BROS. INC.; )  
RULE INDUSTRIES, INC.; SANDERS )  
ASSOCIATES, INC.; SCOTT GRAPHICS; )  
S. D. WARREN CO.; SEARLE & CO.; )  
SEMICON, INC.; SEMICONDUCTOR )  
PROCESSING CO., INC.; SEMPRO CO., INC.; )  
SIBLEY CO.; SIGMA INSTRUMENTS, INC.; )  
SILICON TRANSISTOR CORP.; SIMONDS )  
SAW & STEEL CO.; SIMPLEX TIME )  
RECORDER CO.; SIMPLEX WIRE & CABLE CO.; )  
SIMULATION PHYSICS, INC.; SMITHS )  
TRANSFER CORP.; SPRAGUE ELECTRIC COMPANY )  
STANLEY WORKS; ST. REGIS CORP.; )  
STREM CHEMICALS, INC.; STYLETEK, INC.; )  
SUFFOLK SERVICES, INC.; SUFFOLK )  
UNIVERSITY; SUISMAN & BLUMENTHAL, INC.; )  
TAU-TRON; TELEDYNE PHILBRICK; )  
TERADYNE, INC.; TEXAS INSTRUMENTS, INC.; )  
TNCO, INC.; TORQUE SYSTEMS, INC.; )  
TRANSCOM MANUFACTURING CO., INC.; )  
TRANSITRON ELECTRONIC CORP.; )  
UNITED FINISH CO., INC.; UNITRODE )  
COMPUTER PRODUCTS CORP.; UNIVERSITY )  
SYSTEMS OF NEW HAMPSHIRE; UPACO )  
ADHESIVES CO.; USM CORP.; VARIAN )  
ASSOCIATES, INC.; VENTRON DIV.; )  
VISTRON CORP.; W. H. NICHOLS CO., INC.; )  
W. W. & C. F. TUCKER, INC.; )  
W.R. GRACE & CO. - CONN.; WALLACE )  
MURRAY CORP.; WANG LABORATORIES, INC.; )  
WARNER & SWASEY CO.; WESTERN ELECTRIC; )  
WEYMOUTH ART LEATHER CO.; )  
WINGAERSHEEK TURBINE DIV.; WORCESTER )  
CONTROLS CORP., )

Defendants. )

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COMMONWEALTH OF MASSACHUSETTS,

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ABCOR, INC., et al,

Defendants.

CIVIL ACTION NO. 93-10923T

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), the National Oceanic and Atmospheric Administration ("NOAA"), and the Department of the Interior ("DOI"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks reimbursement of costs incurred and to be incurred by EPA and the Department of Justice for response actions at the Silresim Superfund Site in Lowell, Massachusetts, together with accrued interest.

C. In accordance with the National Contingency Plan ("NCP") and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the Commonwealth of Massachusetts (the "Commonwealth") on November 21, 1991 of negotiations with potentially responsible

parties regarding the remedial design and remedial action for the Site, and EPA has provided the Commonwealth with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The Commonwealth, on behalf of the Massachusetts Department of Environmental Protection ("DEP") and the Massachusetts Executive Office of Environmental Affairs ("EOEA"), has also filed a complaint against the Defendants in this Court alleging that the Defendants are liable to the Commonwealth under Section 107 of CERCLA, 42 U.S.C. § 9607, and under the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, and the Massachusetts common law. In January 1987, the DEP listed the Site on its "List of Locations and Disposal Sites", published pursuant to M.G.L. c. 21E, Section 3A. The Commonwealth in its complaint seeks reimbursement of costs incurred or to be incurred by the Commonwealth for response actions at the Silresim Superfund Site, together with accrued interest.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Federal natural resource trustees on November 20, 1991 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

F. This Consent Decree was negotiated at arm's length and executed by the Parties in good faith to avoid protracted litigation and is a settlement of claims which were vigorously contested. The Defendants and the Settling Federal Agencies expressly deny any allegation of fact or law or any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints or otherwise with respect to the Site. The Parties agree that the participation by any Defendant or Settling Federal Agency in this Consent Decree shall not be considered an admission of liability and shall not be admissible in evidence against any Defendant or Settling Federal Agency in any judicial or administrative proceeding other than in a proceeding between the Parties hereto to adjudicate, interpret, or enforce this Consent Decree. The Parties further agree that they reserve and retain their rights to assert all defenses to any claims which any other Party asserts in any action or proceeding except to the extent otherwise provided in this Consent Decree.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40672.

H. In response to notification by EPA and DEP to potentially responsible parties of a release or a threat of a release of hazardous substances or materials at or from the Site, the Silresim Site Trust was established on June 12, 1985 and under an Order

dated July 12, 1985, commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430.

I. The Silresim Site Trust submitted a Remedial Investigation ("RI") Report to EPA in March 1990, EPA issued a Supplemental RI Report in June 1991, and the Silresim Site Trust submitted a Feasibility Study ("FS") Report to EPA in June 1991.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the issuance of the FS Report and of the proposed plan for remedial action on June 6, 1991 in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in the Record of Decision ("ROD"), executed on September 19, 1991, on which the Commonwealth has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

L. Information currently known to EPA and the Commonwealth indicates that the amount of hazardous substances allegedly contributed to the Site by each De Minimis Settling Defendant does



not exceed one percent (1%) of the hazardous substances at the Site, and that the toxic or other hazardous effects of the hazardous substances allegedly contributed to the Site by each De Minimis Settling Defendant do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. Accordingly, pursuant to 122(g)(1) of CERCLA, EPA has determined that the amount and the toxic or other hazardous effects of the substances contributed by each of the individual De Minimis Settling Defendants are minimal in comparison to other hazardous substances contributed to the Site. EPA has also determined that this settlement involves only a minor portion of the Plaintiff's response costs at the Site with respect to each De Minimis Settling Defendant.

M. It is the policy of the United States to identify potentially responsible parties who do not participate in CERCLA settlements and, subject to its non-reviewable prosecutorial discretion, to seek reimbursement of response costs not recovered by settlement, and/or to take other appropriate action against such non-settling parties pursuant to the provisions of CERCLA.

N. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that

this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b), and pendent subject matter jurisdiction over the claims arising under the laws of Massachusetts. This Court also has personal jurisdiction over the Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the Commonwealth and upon Defendants and their successors and assigns. Any change in ownership or corporate status of a Defendant, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Defendant's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in

CERCLA or in such regulations. Whenever the terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.

§§ 9601 et seq.

"Commonwealth" or "State" shall mean the Commonwealth of Massachusetts and its agencies and departments.

"Consent Decree" or "Decree" shall mean this Consent Decree and all attached appendices listed in Section XX. In the event of conflict between this Decree and any appendix, this Decree shall control.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or legal holiday. In computing any period of time under this Consent Decree where the last day would fall on a Saturday, Sunday, or legal holiday, the period shall run until the close of business of the next working day.

"Defendant(s)" shall mean the Settling Defendants, the Scheduled Settling Defendants, the De Minimis Settling Defendants, and the Scheduled De Minimis Settling Defendants and does not include the Settling Federal Agencies.

"De Minimis Settling Defendants" shall mean those Defendants that are listed in Appendix D, including the Scheduled De Minimis Settling Defendants.

"DEP" shall mean the Massachusetts Department of Environmental Protection and any predecessor or successor departments or agencies of the Commonwealth.

"EOEA" shall mean the Massachusetts Executive Office of Environmental Affairs and any successor departments or agencies of the Commonwealth.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the Commonwealth incurs in reviewing or developing plans, reports and other items pursuant to this Consent Decree, or otherwise implementing or overseeing the design and implementation of response actions at the Site, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs of the risk assessment to be performed by EPA as set out in the ROD following attainment of Interim Cleanup Levels, and the costs incurred pursuant to Section VI (including, but not limited to, attorneys' fees, and the amount of just compensation).

"Interim Cleanup Levels" shall mean the numerical criteria as set forth in the ROD respecting the degree of cleanup to be achieved in the groundwater at the Site prior to the performance of

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a risk assessment to determine if such criteria are protective of human health and the environment.

"M.G.L. c. 21E" shall mean the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act as amended.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, and codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

"Natural Resource Damages" shall mean damages recoverable under Section 107 of CERCLA and Section 5 of M.G.L. c. 21E for injury to, destruction of, or loss of the natural resources of the Site.

"Operation and Maintenance" or "O&M" shall mean all activities under the Operation and Maintenance Plan that are required to maintain the effectiveness of the Remedial Action in connection with carrying out the response activities at the Site.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

"Parties" shall mean the United States, the Commonwealth of Massachusetts, and the Defendants.

"Past Response Costs" shall mean all direct and indirect costs, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and interest, that the United States and/or the Commonwealth incurred with regard to the

Site prior to July 1, 1992, including all costs deferred by Paragraph 9 of an Administrative Order entered by EPA and certain Defendants, U.S. EPA Docket No. I-89-1053, executed March 23, 1990.

"Plaintiffs" shall mean the United States, on behalf of the EPA, DOI, and NOAA and the Commonwealth of Massachusetts, on behalf of DEP and EOEa.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 19, 1991, by the Regional Administrator, EPA Region I, and all attachments thereto.

"Remedial Action" shall mean those response activities implemented or to be implemented at or for the Site pursuant to CERCLA, including removals, interim remedial measures, and activities pursuant to the ROD for the Site and any amendments or explanations of significant differences issued thereto.

"Remedial Design" shall mean those activities undertaken to develop the final plans and specifications for the Remedial Action.

"Scheduled Settling Defendants" shall mean those Defendants that are listed in Appendix C, Part II.

"Scheduled De Minimis Settling Defendants" shall mean those Defendants that are listed in Appendix D, Part II.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean those Defendants that are listed in Appendix C, including the Scheduled Settling Defendants and does not include the Settling Federal Agencies.

"Settling Federal Agencies" shall mean collectively the United States Department of the Air Force (the "Air Force") and the United States Department of the Navy (the "Navy"), unless identified individually.

"Site" shall mean the Silresim Superfund Site, which includes the original Silresim Chemical Corporation property located at 86 Tanner Street in Lowell, Middlesex County, Massachusetts, areas contaminated by operations of the Silresim Chemical Corporation, and those areas in close proximity thereto which are necessary for implementation of response actions. The Site is depicted generally on the map attached as Appendix B.

"United States" shall mean the United States of America, including its agencies, departments, and instrumentalities.

"Waste Material" shall mean: (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous material" or "oil" under M.G.L. c. 21E, § 2; and (5) any "hazardous waste" under M.G.L. c. 21C, § 2.

V. GENERAL PROVISIONS4. Objectives of the Parties

The objectives of the Parties in entering into this Consent Decree are to resolve all liabilities of the Defendants with respect to the Site in accordance with the terms and conditions of this Consent Decree by financing the design and implementation of response actions at the Site. The United States and the Commonwealth reserve their rights to recover any outstanding Past Response Costs from those potentially responsible parties who are not Parties to this Consent Decree.

5. Upon approval and entry of this Consent Decree by the court, this Consent Decree shall constitute a final judgment between and among the United States, the Commonwealth, and the Defendants.

6. Commitments by Defendants

a. Defendants shall pay the monies set forth in this Consent Decree in accordance with its terms and conditions in order to finance the design and implementation of response actions at the Site.

b. The Settling Defendants are jointly and severally liable to pay amounts owed the United States and the Commonwealth under Paragraphs 9, 11, 13, and 14 of this Consent Decree. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent



Decree, the remaining Settling Defendants shall complete all such requirements.

VI. ACCESS

7. To the extent that the Site or any other property to which access is required for the design and implementation of response actions at the Site is owned or controlled by persons other than the Settling Defendants, Settling Defendants shall use "best efforts" to secure from such persons access for the United States and its representatives, including, but not limited to, EPA; the Commonwealth, and their contractors, employees, and agents, and as necessary to effectuate the design and implementation of response actions for the Site. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Settling Defendants shall obtain any access as required to complete the design and implementation, and to perform operation and maintenance, of response actions at the Site. If such access is not obtained within forty-five (45) days of the date EPA or the Commonwealth notifies the Settling Defendants in writing that such access is necessary, Settling Defendants shall promptly notify the United States and the Commonwealth in writing, and shall include in that notification a summary of the steps Settling Defendants have taken to attempt to obtain access. The United States or the Commonwealth may, as it deems appropriate, assist Settling Defendants in obtaining access. Settling Defendants shall reimburse the United States or the

Commonwealth, in accordance with the procedures in Section VII (Reimbursement of Response Costs), for all costs incurred by the United States or the Commonwealth in obtaining access, including, but not limited to, attorneys' fees and the amount of just compensation.

8. Notwithstanding any provision of this Consent Decree, the United States and the Commonwealth retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, M.G.L. c. 21E, and any other applicable statutes or regulations.

VII. REIMBURSEMENT OF RESPONSE COSTS

9. On or before August 21, 1992, Defendants shall establish a settlement fund account (the "Fund") bearing interest on commercially reasonable terms at a federally chartered bank doing business in the Commonwealth of Massachusetts, and, except as otherwise provided in Paragraph 13, the Defendants each shall make their respective payments for response costs into the Fund, which payments shall total the principal amount of \$40,989,278 less the future payments made in accordance with Paragraph 13 and the principal payments from the Settling Federal Agencies (collectively the "Settlement Amount"). The Fund agent and the terms of the Funding Agreement shall be subject to prior review by the Plaintiffs. The Funding Agreement between the Defendants and the Fund agent shall provide that the Fund agent shall submit to the jurisdiction and venue of the Court in connection with any

litigation arising out of the Funding Agreement. The Funding Agreement shall provide that disbursement of the Fund is subject to an allocation agreement between EPA and the Commonwealth. The Defendants or their designee shall immediately notify Plaintiffs in writing of the Fund's creation and initial payment into the Fund, and the Scheduled Settling Defendants and Scheduled De Minimis Settling Defendants shall immediately notify Plaintiffs in writing of each subsequent payment into the Fund. This notice shall be sent to the United States and the Commonwealth at the addresses set forth in Section XVII (Notices and Submissions). The Defendants shall pay all fees, costs, and charges of the Fund, and those amounts will not be deducted from the principal or interest owed from the Fund to Plaintiffs. The Defendants that have not paid their respective shares shall not be entitled to any of the benefits or protections of this Consent Decree and shall be subject to all payment requirements, penalties, interest, and other obligations on account of their failure to complete their payments into the Fund. Interest on the Settlement Amount shall begin to accrue on August 21, 1992 whether or not the payment into the Fund has been completed by that date.

10. All monies paid into the Fund by the Defendants shall remain in the Fund and may not be withdrawn by any person, except to make the payments required by Paragraph 12, or unless one of the following events occurs: (1) the United States or the Commonwealth withdraws its consent to the entry of this Consent Decree after the

Decree has been lodged, pursuant to Paragraph 63; or (2) a final judicial determination is made that the Consent Decree will not be approved and entered. If one of these events occurs, all sums in the Fund shall be returned to the Defendants in amounts proportionate to the amounts paid by each Defendant.

11. The Defendants shall cause the Settlement Amount, plus all interest accrued on the amount, to be disbursed from the Fund to the Plaintiffs in accordance with Paragraph 12 within ten (10) working days after the period for filing an appeal has run following approval and entry of this Consent Decree by the Court unless an appeal to entry of the Consent Decree is filed. If such an appeal is filed, then the Defendants shall cause the Settlement Amount to be so disbursed within ten (10) working days after all such appeals have been exhausted.

12. Pursuant to the terms of Paragraph 11, the Funding Agreement shall direct the Fund agent to pay to the United States and the Commonwealth the amount in the Fund, including all interest accrued thereon, which amount shall be apportioned as directed by the United States and the Commonwealth subject to an allocation agreement between EPA and the Commonwealth. Payment to the United States under this Paragraph shall be in the form of a certified check or cashier's check made payable to "EPA Hazardous Substance Superfund," such check referencing the Silresim Superfund Site, EPA identification number 1-22, and DOJ case number 90-11-2-774 in

reimbursement of the Settlement Amount. Defendants shall forward the check to:

EPA Region I  
Attn: Superfund Accounting  
P.O. Box 360197M  
Pittsburgh, PA 15251

and shall send copies of the check to the United States as specified in Section XVII (Notices and Submissions). Payment to the Commonwealth under this Paragraph shall be in the form of a certified check or cashier's check in reimbursement of the Settlement Amount. The check shall be made payable to the Commonwealth of Massachusetts and shall reference the Silresim Superfund Site. The Defendants shall forward the check to:

Margaret Malek  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place, 19th Floor  
Boston, MA 02108

Defendants shall cause copies of each such check and of any transmittal letter accompanying the check to be sent to:

William Harkins  
Chief, Cost Recovery Section  
Bureau of Waste Site Cleanup  
Department of Environmental Protection  
One Winter Street  
Boston, MA 02108

13. Each Defendant that is listed in Appendix C, Part II and Appendix D, Part II shall make further payments to the United States and to the Commonwealth after disbursement of the Fund in accordance with the payment schedules set forth in those parts of Appendices C and D. Each Defendant making further payments under

this Paragraph shall make such financial assurances of its ability to meet its scheduled payment obligations as requested by the United States and the Commonwealth. All such further payments shall be made in accordance with the procedures set forth in Paragraph 12, unless the Settlement Amount has not yet been disbursed from the Fund pursuant to Paragraph 11, in which case scheduled payments shall be made into the Fund and interest shall accrue on those scheduled payments made into the Fund at the rate earned by the Fund.

14. a. Each Defendant that is listed in Appendix C, Part II and Appendix D, Part II shall pay interest on the remaining balance of the scheduled payments it is required to make to the United States by those parts of Appendices C and D at the rate specified for interest on investments of the Hazardous Substance Superfund pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Such interest shall be compounded each federal fiscal year and shall begin to accrue on August 21, 1992. Scheduled payments shall be made according to the procedures of Paragraph 12 unless the Settlement Amount has not yet been disbursed from the Fund pursuant to Paragraph 11, in which case the scheduled payments shall be made into the Fund and interest shall accrue on those scheduled payments made into the Fund at the rate earned by the Fund.

b. Each Defendant that is listed in Appendix C, Part II and Appendix D, Part II shall pay interest on the remaining balance of the scheduled payments it is required to make to the Commonwealth

by those parts of Appendices C and D at the rate of 12% (twelve percent) per year, compounded annually. Such interest shall begin to accrue on August 21, 1992. Scheduled payments shall be made according to the procedures of Paragraph 12 unless the Settlement Amount has not yet been disbursed from the Fund pursuant to Paragraph 11, in which case the scheduled payments shall be made into the Fund and interest shall accrue on those scheduled payments made into the Fund at the rate earned by the Fund.

15. If the United States or the Commonwealth must bring an action to collect any payment required under this Section, the Defendants so sued shall reimburse the United States or the Commonwealth for all costs of such action, including but not limited to, attorneys' fees.

VIII. STIPULATED PENALTIES FOR LATE PAYMENTS BY DEFENDANTS

16. a. If the initial principal payment or any subsequent payment required by Paragraphs 9, 13, and Appendices C and D of this Consent Decree are not made by the dates specified therein, any Defendant failing to make such payment shall pay stipulated penalties in the following amounts, apportioned among the Plaintiffs as the Plaintiffs shall determine subject to an allocation agreement between EPA and the Commonwealth, for each day that payment is not made:

Penalty Per Violation Per Day

\$ 1,000  
\$ 5,000  
\$10,000  
\$15,000

Days of Delay

1st through 5th day  
6th through 14th day  
15th through 30th day  
31st day and beyond

b. If the Settling Defendants fail to comply with the requirements of Paragraph 7 of this Consent Decree, they shall pay stipulated penalties in the following amounts, apportioned among the Plaintiffs as the Plaintiffs shall determine subject to an allocation agreement between EPA and the Commonwealth, for each day of each and every violation of said requirements:

<u>Penalty Per Violation Per Day</u>	<u>Days of Delay</u>
\$ 1,000	1st through 7th day
\$ 2,000	8th through 24th day
\$ 4,000	25th through 40th day
\$ 6,000	41st through 60th day
\$15,000	61st day and beyond

17. Stipulated penalties due to the United States under this Section shall be paid by certified check made payable to "EPA Hazardous Substances Superfund"; shall be mailed to Region I, U.S. Environmental Protection Agency, Hazardous Substance Superfund, P.O. Box 360197M, Pittsburgh, Pennsylvania 15251; and shall reference the Silresim Superfund Site, CERCLA Number 1-22, and DOJ Case Number 90-11-2-774. All stipulated penalties due to the Commonwealth under this Section shall be made payable to the Commonwealth of Massachusetts in the form of a certified check. The check shall be mailed to Chief, Environmental Protection Division, Commonwealth of Massachusetts, Department of the Attorney General, One Ashburton Place, Boston, MA 02108. Copies of the checks and transmittal letter to the Commonwealth shall be sent to Chief, Cost Recovery Section, Bureau of Waste Site Cleanup, Department of Environmental Protection, One Winter Street, Boston,



MA 02108. Copies of the checks and transmittal letter to the Plaintiffs shall be sent as provided in Section XVII (Notices and Submissions). Stipulated penalties shall accrue from the due date of a payment regardless of whether Plaintiffs have notified a Defendant of the overdue payment. Stipulated penalties shall also accrue from the date that the Plaintiffs notify the Settling Defendants of their violation of Paragraph 7. Defendants shall pay any stipulated penalties that have accrued within fifteen (15) days after receipt of a demand by either Plaintiff for payment. Such demand shall be sent by certified mail or overnight courier to that Defendant's designated contact as noted on its signature page to this Consent Decree.

18. The payment of penalties shall not alter in any way Defendants' obligation to pay the monies set forth in this Consent Decree in accordance with its terms and conditions in order to finance the design and implementation of response actions at the Site.

19. a. If any Defendant fails to pay stipulated penalties when due, the United States or the Commonwealth may institute proceedings to collect the penalties, as well as interest. The Defendant shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 17 at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607, for the United States and at a rate of twelve (12) percent per year compounded annually for the Commonwealth.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the Commonwealth to seek any other remedies or sanctions available by virtue of any Defendant's violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA.

20. If the United States or the Commonwealth must bring an action to collect any stipulated penalties required under this Section, the Defendant(s) liable for such penalties shall reimburse the United States or the Commonwealth for all costs of such action including, but not limited to, attorneys' fees.

21. No payments made under this Section shall be tax deductible for Federal or State tax purposes. Payments made under Section VII (Reimbursement of Response Costs) are not considered a penalty.

IX. COVENANTS NOT TO SUE BY PLAINTIFFS

22. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants and the Navy under the terms of the Consent Decree, and except as specifically provided in Paragraphs 23, 24, 26, 27, 29, 30, 31, and 32 of this Section, the United States and the Commonwealth covenant not to sue or to take administrative action against Settling Defendants, and the Commonwealth covenants not to sue or to take administrative action against the Navy, pursuant to Sections 106

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and 107(a) of CERCLA, Section 7003 of RCRA, M.G.L. c. 21E, or the Massachusetts common law, for response costs or for Natural Resource Damages, relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect as to Settling Defendants upon the receipt by EPA and the Commonwealth of the payments required by Paragraph 12 of Section VII (Reimbursement of Response Costs), including payment of any interest, penalties, and late payments due thereon under Paragraphs 16 or 17, and entry of the Consent Decree by the court. Except with respect to future liability, these covenants not to sue shall take effect as to the Navy for the Commonwealth's covenant upon the receipt by the Commonwealth of the payments required by Section XV and entry of the Consent Decree by the court. With respect to future liability of Settling Defendants, and as to the Navy for the Commonwealth's covenant, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by EPA. These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendants, and the Navy for the Commonwealth's covenant, of their obligations under Paragraphs 7, 12, and 13, including payment of any interest, penalties, and late payments due under Paragraphs 14, 16, or 17 of this Consent Decree, and as to the Navy for the Commonwealth's covenant, its obligation under Section XV of this Consent Decree. These covenants not to sue extend only to the Settling Defendants, and

the Navy for the Commonwealth's covenant, and do not extend to any other person.

23. United States' pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to compel Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants and the Navy (1) to perform response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA, are discovered or

(ii) information previously unknown to EPA is received, in whole or in part,

and EPA determines, based on these previously unknown conditions or this information together with any other relevant information, that the Remedial Action is not protective of human health or the environment.

24. United States' post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to compel Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants and the Navy (1) to perform response actions relating to the Site or (2) to

reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA, are discovered after the Certification of Completion or

(ii) information previously unknown to EPA is received, in whole or in part, after the Certification of Completion,

and EPA determines, based on these previously unknown conditions or this information together with other relevant information, that the Remedial Action is not protective of human health or the environment.

25. For purposes of Paragraph 23, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 24, the information previously received by and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and any information received by EPA in relation to performance of the Remedial Action for the Site prior to Certification of Completion of the Remedial Action.

26. Commonwealth's pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the Commonwealth on behalf of DEP and any state natural resource trustee, reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to

institute proceedings in this action or in a new action: (a) under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any Commonwealth statute or at common law, including but not limited to M.G.L. c. 21E, seeking to compel Settling Defendants (1) to perform response actions at the Site to the extent the actions are not inconsistent with the Remedial Action or (2) to reimburse the Commonwealth for additional response costs; (b) under Section 107 of CERCLA, 42 U.S.C. § 9607, seeking reimbursement from the Navy of the Commonwealth's additional response costs, if, prior to Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered or

(ii) information previously unknown to the Commonwealth is received by the Commonwealth, in whole or in part,

and the Commonwealth determines, pursuant to M.G.L. c. 21E, based on these previously unknown conditions or this information together with any other relevant information, that the Site presents a significant risk of harm to health, safety, public welfare, and the environment during any foreseeable period of time.

27. Commonwealth's post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the Commonwealth, on behalf of DEP and any state natural resource trustee, reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action: (a) under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any Commonwealth

statute or at common law, including but not limited to M.G.L. c. 21E, seeking to compel Settling Defendants (1) to perform response actions at the Site to the extent the actions are not inconsistent with the Remedial Action or (2) to reimburse the Commonwealth for additional response costs; (b) under Section 107 of CERCLA, 42 U.S.C. § 9607, seeking reimbursement from the Navy of the Commonwealth's additional response costs, if, subsequent to Certification of Completion of Remedial Action:

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered after the Certification of Completion or

(ii) information previously unknown to the Commonwealth is received by the Commonwealth, in whole or in part, after the Certification of Completion,

and the Commonwealth determines, pursuant to M.G.L. c. 21E, based on these previously unknown conditions or this information together with any other relevant information, that the Site presents a significant risk of harm to health, safety, public welfare, and the environment during any foreseeable period of time.

28. For purposes of Paragraph 26, the information and the conditions known to the Commonwealth shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 27, the information previously received by and the conditions known to the Commonwealth shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the

Record of Decision, and any information received by the Commonwealth in relation to performance of the Remedial Action for the Site prior to Certification of Completion of the Remedial Action.

29. Commonwealth's reservations concerning natural resource damages. Notwithstanding any other provision of this Consent Decree, the Commonwealth, on behalf of its natural resources trustee, reserves the right to institute proceedings against the Settling Defendants and the Navy, in this action or in a new action seeking recovery of Natural Resource Damages, based on (1) conditions with respect to the Site, unknown to the Commonwealth at the date of lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of natural resources or (2) information received after the date of lodging of this Consent Decree that indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown, or of a magnitude greater than was known to the Commonwealth at the date of lodging of this Decree.

30. United States reservations concerning natural resource damages. Notwithstanding any other provision of this Consent Decree, the United States, on behalf of its natural resource trustees, reserves the right to institute proceedings against the Settling Defendants, in this action or in a new action seeking recovery of Natural Resource Damages, based on (1) conditions with respect to the Site, unknown to the United States at the date of



lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of natural resources or (2) information received after the date of lodging of this Consent Decree that indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown, or of a magnitude greater than was known to the United States at the date of lodging of this Decree.

31. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 22. The United States and the Commonwealth reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants and the Navy with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by Settling Defendants and the Navy to meet a requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials at any facilities not contiguous to the Site;

(3) criminal liability; and

(4) consistent with Paragraph 32, liability for costs that the United States and the Commonwealth will incur related to the Site that are not within the definition of Future Response Costs.

32. Reservation in the event that response costs exceed release limit.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action or in a new action seeking to compel the Settling Defendants, or to issue an administrative order seeking to compel the Settling Defendants and the Navy: (1) to perform additional response actions for the Remedial Action to the extent that the total response costs for the Site incurred by the United States and the Commonwealth after July 1, 1992 exceed a present value ("PV") sum as of July 1, 1992 of \$54.8 million (the "\$54.8 million PV threshold") and (2) to reimburse the United States for any response costs for the Site which it has incurred after July 1, 1992 in excess of the \$54.8 million PV threshold.

b. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves the right, jointly with, or separately from the United States, to institute proceedings in this action or in a new action: (i) under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any Commonwealth statute or at common law, including but not limited to M.G.L. c. 21E, seeking to compel the Settling Defendants: (1) to perform additional response actions for the Remedial Action to the extent the actions are not inconsistent with the Remedial Action and to the extent that the total response costs for the Site incurred by the United States and the Commonwealth after July 1, 1992 exceed a present value ("PV") sum

as of July 1, 1992 of \$54.8 million (the "\$54.8 million PV threshold") and (2) to reimburse the Commonwealth for any response costs for the Site which it has incurred after July 1, 1992 in excess of the \$54.8 million PV threshold; and (ii) under Section 107 of CERCLA, 42 U.S.C. § 9607, seeking reimbursement from the Navy of the Commonwealth's additional response costs.

c. The additional relief authorized under this Paragraph to be sought by the United States and/or the Commonwealth shall be limited to: (1) performance of those response actions for the Site required after the \$54.8 million PV threshold has been reached; and (2) reimbursement of those response costs for the Site incurred by EPA and the Commonwealth after July 1, 1992 in excess of the \$54.8 million PV threshold. Response costs, from the date they are paid by EPA and the Commonwealth, shall be discounted to present value as of July 1, 1992, using the nominal discount rate for each year from 1992 to the year of payment of the response costs. The nominal discount rate for each year shall be the sum of inflation for that year plus 5%. For purposes of calculating present value, all response costs paid within a calendar year shall be discounted as mid-year expenditures and shall be assumed to have occurred on July 1 of the calendar year. Any expenditures for the first year shall be treated as mid-period expenditures and shall be assumed to have occurred on October 1, 1992. The Boston Consumer Price Index ("BCPI") as reported by the Federal Reserve Bank of Boston for the period directly prior to July 1 of each year shall serve as the

index for determining the inflation rate for that year. In the event that the BCPI is no longer available, then the Parties shall agree upon a comparable inflation index and shall use that index for the purposes of this Paragraph. Any replacement index should be selected with a preference for tracking regional (i.e., New England) inflation rates. The United States and the Commonwealth shall prepare and provide to the Settling Defendants an annual summary of the appropriately discounted response costs incurred after July 1, 1992 and paid in connection with the Site and shall submit said summary to the Settling Defendants each year. Appendix F provides an example of how response costs are to be discounted to present value under this Paragraph.

33. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth retain all authority and reserve all rights to take any and all response actions authorized by law.

X. COVENANTS BY SETTLING DEFENDANTS

34. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the Commonwealth with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) under CERCLA Sections 106(b)(2), 111, 112, or 113 or the Hazardous Material Trust Fund established pursuant to M.G.L. c. 29,

Section 2J or any other provision of law, any claim against the United States or the Commonwealth, including any department, agency, or instrumentality of the United States or the Commonwealth under CERCLA Sections 107 or 113 related to the Site or any state law, or any claims arising out of response activities at the Site. However, this release by Settling Defendants shall be null and void as to the Navy in the event that it fails to complete payment of its respective share into the Hazardous Substances Superfund within six (6) months of the date of entry of this Consent Decree pursuant to the provisions of the Administrative Agreement attached hereto as Attachment 1. Furthermore, the Settling Defendants reserve, and this Consent Decree is without prejudice to, their rights of action against the United States or the Commonwealth based on negligent actions taken directly by the United States or the Commonwealth after the date of this Consent Decree that are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). Nothing in this covenant by Settling Defendants shall bar a claim for contribution by the Settling Defendants against the Navy in the event proceedings are instituted pursuant to Paragraphs 23, 24, 26, 27, 29, 30, 31, or 32.

XI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

35. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party to this Decree or against any Defendant who does not fulfill its obligations under this Consent Decree. In the event proceedings are instituted pursuant to Paragraphs 23, 24, 26, 27, 29, 30, 31, or 32, the contribution protection in this Section shall not apply to bar claims for contribution made by a Settling Defendant or the Navy with respect to claims made by the United States or the Commonwealth in such proceedings.

36. With regard to claims for contribution against Settling Defendants and the Navy for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants and the Navy are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). The Parties agree that the Settling Defendants and the Navy are also entitled to such protection from contribution to

the extent provided by the laws of Massachusetts, including M.G.L. Chs. 21E and 231B.

37. Subject to the provisions of this Consent Decree, each Defendant hereto agrees that it may not assert any claims against any other Defendant with respect to matters addressed in this Consent Decree, except for claims arising out of a contractual right or obligation or otherwise to enforce the terms of this Consent Decree. Nothing in this Consent Decree shall bar a claim for contribution by any Settling Defendant against the Navy or against any other Settling Defendant for contribution in the event proceedings are instituted pursuant to Paragraphs 23, 24, 26, 27, 29, 30, 31, or 32.

38. The Settling Defendants agree that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify the United States and the Commonwealth in writing in accordance with the relevant statutory requirement and, if not required, no later than sixty (60) days prior to the initiation of such suit or claim.

39. The Settling Defendants also agree that, with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, they will notify in writing the United States and the Commonwealth within ten (10) days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the Commonwealth within ten (10) days of service or receipt of any Motion for Summary Judgment and within

ten (10) days of receipt of any order from a court setting a case for trial.

40. In any subsequent administrative or judicial proceeding initiated by the United States or the Commonwealth for injunctive relief, recovery of response costs, or other appropriate relief relating to the design and implementation of the Remedial Action for the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based on the grounds that the claims raised by the United States or the Commonwealth in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section IX (Covenants Not to Sue by Plaintiffs).

## XII. ACCESS TO INFORMATION

41. Settling Defendants shall provide to EPA and the Commonwealth, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site that are required to be retained by Paragraph 44, including, but not limited to, sampling data, analyses, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site. Settling Defendants shall also make available to EPA and the Commonwealth, for purposes



of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of response actions at the Site.

42. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by, and in accordance with, Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the Commonwealth, or if EPA or the Commonwealth has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information;

(4) the name and title of each addressee and recipient; (5) a description of the document, record, ~~or~~ information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

43. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

#### XIII. RETENTION OF RECORDS

44. Until six (6) years after the Settling Defendants' receipt of EPA's notification of the Certification of Completion of the Remedial Action, or unless otherwise agreed to by EPA and the Commonwealth, each Settling Defendant shall preserve and retain at least one copy of all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the deposit, storage, disposal, or placement of hazardous substances at the Site by any person where such actions result in liability for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Each Settling Defendant may satisfy this obligation by placing all of its records and documents that relate to such liability in a central repository to which EPA and the

Commonwealth shall be given free access. In addition, the Settling Defendants as a group shall have access to and maintain in that central repository a complete set of all records and documents that were prepared by and for Goldberg-Zoino & Associates, Inc., GZA GeoEnvironmental, Inc., and Golder Associates, Ltd., in performance of the Remedial Investigation/Feasibility Study for the Site. In the event that the Settling Defendants are compelled to perform response actions pursuant to Paragraphs 23, 24, 26, 27, or 32, Settling Defendants shall maintain in the central repository a complete set of all records or documents which come into their possession or control that relate to performance of the response action. The records or documents required to be maintained under this Paragraph may be in any format (e.g., hard copy, microfilm, microfiche, etc.) as long as that format can be maintained and preserved for the required time periods.

45. At the conclusion of this document retention period, Settling Defendants shall notify the United States and the Commonwealth at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States or the Commonwealth, Settling Defendants shall deliver any such records or documents to EPA or the Commonwealth. The Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the

Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

46. Each Settling Defendant hereby certifies that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA and Section 3007 of RCRA relating to the Site.

XIV. SPECIAL PROVISIONS FOR DE MINIMIS SETTLING DEFENDANTS

47. Covenant Not To Sue By Plaintiffs. In consideration of the payments that will be made by the De Minimis Settling Defendants and the Air Force, as specified in Appendix D, under the terms of this Consent Decree, and except as specifically provided in Paragraphs 48, 49, 50, and 52 of this Section, the United States and the Commonwealth covenant not to sue or to take administrative action against any of the De Minimis Settling Defendants, and the Commonwealth covenants not to sue or to take administrative action against the Air Force, pursuant to Sections 106 and 107(a) of CERCLA, Section 7003 of RCRA, M.G.L. c. 21E, or the Massachusetts common law, for response costs or for Natural Resource Damages,

relating to the Site. This covenant not to sue for present and any potential future liability shall take effect as to each De Minimis Settling Defendant, and as to the Air Force for the Commonwealth's covenant, after that De Minimis Settling Defendant has made timely payment of the full amount shown for such De Minimis Settling Defendant in Appendix D, including payment of any interest, penalties and late payments due thereon under Paragraphs 14, 16, or 17; and as to the Air Force for the Commonwealth's covenant when the Air Force has made timely payment pursuant to Section XV of this Consent Decree. These covenants not to sue extend only to De Minimis Settling Defendants, and to the Air Force for the Commonwealth's covenant, and do not extend to any other person.

48. General Reservation of Rights as to De Minimis Settling Defendants. The covenant not to sue set forth in Paragraph 47 does not pertain to any matters other than those expressly specified in Paragraph 47. Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against each De Minimis Settling Defendant and the Air Force with respect to all other matters, including but not limited to, the following:

(1) liability arising from the past, present, or future disposal, release, or threat of release of any Waste Material at any facilities not contiguous to the Site;

(2) criminal liability; and

(3) claims based on a failure or refusal by any De Minimis Settling Defendant or the Air Force to make a timely payment as required by this Consent Decree.

49. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, the Commonwealth, or the Settling Defendants to seek or obtain further relief from any of the De Minimis Settling Defendants if information not currently known to the United States is discovered which indicates that any De Minimis Settling Defendant contributed Waste Material to the Site in such greater amount or of such greater toxic or other hazardous effect such that the De Minimis Settling Defendant no longer qualifies as a de minimis party at the Site because such party contributed greater than one (1%) percent of the Waste Material brought to or disposed of at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the Waste Material at the Site. In such case, the covenant not to sue under this Section and the contribution protection afforded by this Section are null and void as to that De Minimis Settling Defendant.

50. In the event it is ever shown that any De Minimis Settling Defendant is responsible for a higher volume of Waste Material at the Site than is listed for that Defendant in Appendix E and such amount would not have precluded that Defendant from participation as a De Minimis Settling Defendant, except as provided below, such De Minimis Settling Defendant shall pay to the

Hazardous Substances Superfund the additional amount necessary to bring that De Minimis Settling Defendant's payment to the level required if the correct volume of Waste Material had been used as the basis for the initial payment to the Fund pursuant to Paragraph 9. Furthermore, the De Minimis Settling Defendant shall pay an additional two percent (2%) of the above amount as a late payment to the Hazardous Substances Superfund and shall pay interest, computed pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), from the entry of this Consent Decree until the De Minimis Settling Defendant has made the necessary payment. If such De Minimis Settling Defendant fails to pay all the above payments within thirty (30) days after receipt of notice by EPA or the Commonwealth that such sums are due, the covenant not to sue provided in Paragraph 47 and the contribution protection afforded by Paragraph 53 shall be null and void and nothing in this Consent Decree shall limit the Plaintiffs' ability to seek or obtain further relief from that De Minimis Settling Defendant.

51. Covenant Not to Sue by De Minimis Settling Defendants.  
De Minimis Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the Commonwealth with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, 113 or the

Hazardous Material Trust Fund established pursuant to M.G.L. c. 29, Section 2J or any other provision of law, any claim against the United States or the Commonwealth, including any department, agency or instrumentality of the United States or the Commonwealth, under CERCLA Sections 107 or 113 related to the Site or any state law, or any claims arising out of response activities at the Site.

However, this release by De Minimis Settling Defendants shall be null and void as to the Air Force in the event that the Air Force fails to complete payment of its respective share into the .

Hazardous Substances Superfund within six (6) months of the date of entry of this Consent Decree pursuant to the provisions of the Administrative Agreement attached as Attachment 1. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.25(d).

52. Certification by De Minimis Settling Defendants. By signing this Consent Decree, each De Minimis Settling Defendant certifies to the best of its knowledge and belief that:

a. The De Minimis Settling Defendant has provided to EPA all information in its possession or in the possession of its officers, directors, employees, contractors, agents, successors, or assigns that relates in any way to the generation, treatment, transportation, storage, or disposal of any Waste Material at or in connection with the Site;



b. The information provided in Paragraph 52a. is materially true and correct with respect to the amount of Waste Material(s) that the De Minimis Settling Defendant may have shipped to the Site, with respect to the chemical nature and constituents of such Waste Material(s), and with respect to the toxic or other hazardous effects of such Waste Material(s); and

c. With respect to the totality of the information provided to EPA by the De Minimis Settling Defendant as described in Paragraph 52a. in combination with any information provided to the De Minimis Settling Defendant by EPA or the Commonwealth describing that De Minimis Settling Defendant's alleged involvement with the Site, the De Minimis Settling Defendant neither possesses nor knows of other documents or information which would suggest:

i. that the De Minimis Settling Defendant has shipped a higher volume of Waste Material(s) to the Site than is indicated by this information; or

ii. that the De Minimis Settling Defendant has shipped Waste Material(s) to the Site possessing different chemical natures or constituents or possessing more toxic or other hazardous effects than are indicated by this information.

53. Contribution Protection. Subject to the reservations of rights in this Section, the United States and the Commonwealth agree that by entering into and carrying out the terms of this Consent Decree, each De Minimis Settling Defendant and the Air

Force will have resolved its liability to the United States and the Commonwealth as defined in this Section, and, that with regard to claims for contribution against De Minimis Settling Defendants and the Air Force for matters addressed in this Consent Decree, the Parties hereto agree that the De Minimis Settling Defendants and the Air Force are entitled to such protection from contribution actions or claims as is provided by CERCLA, Section 122(g)(5), 42 U.S.C. § 9622(g)(5). The Parties agree that the De Minimis Settling Defendants and the Air Force are also entitled to such protection from contribution to the extent provided by the laws of Massachusetts, including M.G.L. Chs. 21E and 231B.

54. De Minimis Settling Defendants shall not challenge the volumetric ranking in Appendix E for the purposes of this Consent Decree.

XV. SETTLING FEDERAL AGENCIES

55. Settling Federal Agencies have agreed to make payment of their respective shares, as apportioned by the Plaintiffs, to the United States into the Hazardous Substances Superfund pursuant to the provisions of the Administrative Agreement in Attachment 1, and to the Commonwealth pursuant to the provisions of Paragraph 12, within six (6) months of the date of entry of this Consent Decree.

56. Payments by Settling Federal Agencies are subject to the availability of appropriated funds. No provision of this Consent Decree shall be interpreted as or constitute a commitment or

requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

XVI. TERMINATION AS TO SETTLING FEDERAL AGENCIES

57. Notwithstanding any other provision of this Consent Decree or the Administrative Agreement attached as Attachment 1, as to each Settling Federal Agency, in the event that Settling Federal Agency fails to complete payment of its respective share due to the United States into the Hazardous Substances Superfund within six (6) months of the date of entry of this Consent Decree pursuant to the provisions of the attached Administrative Agreement, the settlement between that Settling Federal Agency and the United States embodied in this Consent Decree and attached Administrative Agreement shall be null and void.

XVII. NOTICES AND SUBMISSIONS

58. Whenever, under the terms of this Consent Decree, written notice is required to be given, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the Commonwealth, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
Re: DOJ # 90-11-2-774

and

Director, Waste Management Division  
United States Environmental Protection Agency  
Region I  
JFK Federal Building  
Boston, MA 02203-2211  
Re: Silresim Superfund Site

As to EPA:

Leslie McVickar (HEC-CAN6)  
EPA Remedial Project Manager  
Silresim Superfund Site, Lowell, Mass.  
United States Environmental Protection Agency  
Region I  
JFK Federal Building  
Boston, MA 02203-2211

As to the State:

Dale Young  
State Project Coordinator  
Department of Environmental Protection  
One Winter Street  
Boston, MA 02108

and

Chief, Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place, 19th Floor  
Boston, MA 02108

As to the Settling Defendants:

Susan Cooke  
Common Counsel for the Silresim Settling Defendants  
Goodwin, Procter & Hoar  
Exchange Place

Boston, MA 02109-2881

XVIII. EFFECTIVE DATE

59. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XIX. RETENTION OF JURISDICTION

60. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Defendants for the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XX. APPENDICES

61. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the U.S. EPA Record of Decision signed September 19, 1991.

"Appendix B" is the description and/or map of the Site.

"Appendix C" is the complete list of the Settling Defendants, the Scheduled Settling Defendants, the Navy, and their respective payment obligations for purposes of settlement.

"Appendix D" is the complete list of the De Minimis Settling Defendants, the Scheduled De Minimis Settling Defendants, the Air

Force, and their respective payment obligations for purposes of settlement.

"Appendix E" is the volumetric ranking list of all Defendants.

"Appendix F" is the calculation of present value ("PV").

XXI. MODIFICATION

62. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

XXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

63. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The Commonwealth reserves any rights it has under existing law to withdraw its consent to the entry of this Consent Decree if any comments received during the public comment period demonstrate that the Consent Decree violates state law. Defendants consent to the entry of this Consent Decree without further notice.

XXIII. SIGNATORIES/SERVICE

64. Each undersigned representative of a Defendant to this Consent Decree, the Assistant Attorney General for Environment and Natural Resources of the Department of Justice, and the Attorney

General of the Commonwealth of Massachusetts certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

65. Each Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States and the Commonwealth have notified the Defendants in writing that it no longer supports entry of the Consent Decree.

66. Each Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

THE FOREGOING Consent Decree among the United States and the Commonwealth of Massachusetts and the Defendants in the matter of United States v. General Chemical Corporation, et al, relating to the Silresim Superfund Site, is hereby APPROVED. There being no just reason for delay, this Court expressly directs, pursuant to Fed. R. Civ. P. 54(b), ENTRY OF FINAL JUDGMENT by this Consent Decree THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_, and except as specifically provided herein, costs to be borne by each Party.

\_\_\_\_\_  
United States District Judge



THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. General Chemical Corporation, et al, relating to the Silresim Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 4/30/93

William P. Quinn  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 4/13/93

Henry Friedman  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 4/13/93

Marilyn Jacobsen by HF  
Marilyn Jacobsen  
Environmental Defense Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 3-24-93

Paul G. Keough  
Paul G. Keough  
Acting Regional Administrator  
Region I  
U.S. EPA, JFK Federal Building  
Boston, MA 02203-2211

Date: 3-24-93

RuthAnn Sherman  
RuthAnn Sherman  
Assistant Regional Counsel, Region I  
U.S. EPA, JFK Federal Building  
Boston, MA 02203-2211

United States v. General Chemical Corporation, et al  
Consent Decree Signature Page

FOR THE COMMONWEALTH OF MASSACHUSETTS

Date: Feb. 17, 1993



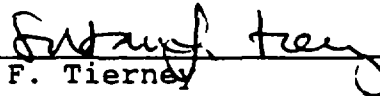
Margaret Arenas Malek  
Assistant Attorney General  
Commonwealth of Massachusetts  
Environmental Protection Division  
One Ashburton Place  
Boston, Massachusetts 02108

Date: February 18, 1993



Daniel S. Greenbaum, Commissioner  
Department of Environmental  
Protection  
Commonwealth of Massachusetts  
One Winter Street  
Boston, Massachusetts 02108

Date: 3-11-93



Susan F. Tierney  
Secretary  
Executive Office of Environmental  
Affairs  
100 Cambridge Street  
Boston, Massachusetts 02202

## APPENDIX C

## Part I: List of Settling Defendants and the Navy and Their Respective Payment Obligations for Purposes of Settlement

No.	Potentially Responsible Party	Payment Due 27-Aug-92
1	ALLIED CHEMICAL by ALLIED SIGNAL, INC.	\$76,429
2	AMERICAN CYANAMID CO.	\$1,184,127
3	AMERICAN OPTICAL CORP.	\$468,258
4	BOSTIK, EMHART CORP. and USM CORP. by EMHART INDUSTRIES, INC.	\$854,204
5	BOSTON EDISON CO.	\$814,543
6	BRIDGEPORT MACHINES by TEXTRON, INC.	\$27,867
7	CIRCUIT-WISE INC.	\$10,000 (\$49,798 remainder due by 30-Sept-92)
8	CLEAN WAY INDUSTRIES, INC.	\$2,000
9	COLUMBIA MAGNETICS by CBS, INC.	\$5,937,235
10	DAVIDSON RUBBER CO. by DAVIDSON TEXTRON INC.	\$121,387
11	DIGITAL EQUIPMENT CORP.	\$2,230,267
12	THE DOW CHEMICAL COMPANY	\$705,842
13	ENGELHARD CORP.	\$514,943
14	GENERAL ELECTRIC CO., INC.	\$400,127
15	GILLETTE CO.	\$1,017,436
16	HAMBLET & HAYES CO.	\$35,968
17	HITCHINER MANUFACTURING CO., INC.	\$628,030
18	IEM CORP.	\$738,004
19	IONICS, INC.	\$381,452
20	ITEK CORP. by LITTON SYSTEMS, INC., ITEK OPTICAL SYSTEMS DIV.	\$148,382
21	MARISOL, INC.	\$576,501
22	MCARTHUR CHEMICAL CO., LTD. by VAN WATERS & ROGERS LTD.	\$37,896
23	MILLIPORE CORP./WATERS by MILLIPORE CORP.	\$1,925,590
24	NASHUA CORP.	\$1,337,676
25	NEW ENGLAND NUCLEAR by E.I. DUPONT DE NEMOURS AND COMPANY	\$658,117
26	PEIRCE BROTHERS OIL SERVICE, INC.	\$40,000
27	POLAROID CORP.	\$3,841,160
28	PORTSMOUTH NAVAL SHIPYARD by the U.S. NAVY	\$514,958
29	QUALITY ENAMEL CO. by QUALITY COATINGS, INC.	\$1,383
30	RAYBESTOS by RAYMARK INDUSTRIES, INC.	\$40,000
31	RAYTHEON COMPANY	\$4,172,802
32	RCA CO., INC.	\$15,217
33	REED ROLLED THREAD by LITTON INDUSTRIES, INC.	\$82,308
34	SPRAGUE ELECTRIC CO.	\$229,288
35	STANLEY WORKS	\$685,438
36	S. D. WARREN CO., INC. and SCOTT GRAPHICS by SCOTT PAPER CO.	\$548,088
37	WARNER & SWASEY CO. by ALLIED-SIGNAL, INC.	\$8,300

APPENDIX C

Part II: List of Scheduled Settling Defendants and Their Respective Payment Obligations for Purposes of Settlement

No.	Potentially Responsible Party	Payment Due 27-Aug-92	Payment Due 08-Dec-92	Payment Due 08-Mar-93	Payment Due 08-Jun-93	Payment Due 08-Sep-93	Payment Due 08-Dec-93	Payment Due 08-Mar-94	Payment Due 08-Jun-94	Payment Due 08-Sep-94	Payment Due 08-Dec-94	Payment Due 08-Mar-95	Payment Due 08-Jun-95
1	AMERICAN FINISH & CHEMICAL CO.	\$30,000	\$14,638	\$14,638	\$14,638	\$14,638	\$14,638	\$14,638					
2	GEORGE DEMARUS	\$2,149				\$2,149				\$2,149			
3	JANCO, INC.	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438	\$39,438
4	PACKAGE CHEMICAL CO., INC.	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301
5	WORCESTER STAMP COMPANY	\$2,500 (three additional installments of \$2,500 due 27-Oct-92, 27-Dec-92, and 27-Feb-93)								All payments directly to Stream Steering Committee			
6	W. W. & C. F. TUCKER, INC.	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101	\$2,101
7	GENERAL CHEMICAL	(\$125,000 due on or before 28-Jan-93 and \$125,000 due within 30 days thereafter)								Both payments directly to Stream Steering Committee			

## APPENDIX D

## Part I: List of De Minimis Settling Defendants and the Air Force and Their Respective Payment Obligations for Purposes of Settlement

No.	Potentially Responsible Party	Payment Due 27-Aug-92
1	ABCOR, INC. by KOCH MEMBRANE SYSTEMS, INC.	\$1,003
2	ADCOLE CORP.	\$5,116
3	ALDEN RESEARCH LABORATORY	\$73,318
4	ALTRON, INC.	\$52,289
5	AMERICAN POWER DEVICES	\$8,526
6	AMICON CORPORATION by EMERSON & CUMING, INC.	\$9,094
7	ANDERSON POWER PRODUCTS CO., INC.	\$60,248
8	ARROW AUTOMOTIVE INDUSTRIES, INC.	\$31,280
9	ARROWHEAD ENTERPRISES, INC. by CERBERUS TECHNOLOGIES, INC.	\$6,262
10	ARTISAN INDUSTRIES, INC.	\$142,089
11	ATKINS & MERRILL by LOCTITE LUMINESCENT SYSTEMS, INC.	\$24,439
12	AUGAT, INC.	\$7,389
13	AVCO EVERETT RESEARCH LABORATORY by TEXTRON DEFENSE SYSTEMS, DIVISION OF AVCO CORPORATION	\$206,882
14	A.E. BURGESS LEATHER CO., INC.	\$5,884
15	BACON INDUSTRIES, INC.	\$5,884
16	THE BADGER COMPANY, INC.	\$14,209
17	BARCLAY CHEMICAL CO., INC.	\$63,088
18	BASF CORP.	\$106,714
19	BELLOFRAM CORPORATION	\$17,061
20	B.F. GOODRICH CO.	\$41,490
21	BLACK & DECKER (U.S.) INC.	\$1,137
22	BLH ELECTRONICS, INC.	\$89,232
23	BORDEN, INC.	\$33,533
24	BORDEN & REMINGTON CORP.	\$142,857
25	BOSTON CITY HOSPITAL	\$1,137
26	BOSTON INSULATED WIRE & CABLE CO., INC. by BIW CABLE SYSTEMS, INC.	\$1,706
27	BRAND-REX COMPANY by AKZO AMERICA, INC.	\$5,884
28	CAMBRIDGE THERMIONICS, INC. by GRIMES AEROSPACE CO.	\$20,481
29	CAPITOL CIRCUITS CORP.	\$3,410
30	CAPITOL MAGNETIC PRODUCTS by CAPITOL-EMI MUSIC, INC.	\$45,488
31	CAPITOL MOLDING CORP.	\$5,116
32	CARLISLE SCREW CORP.	\$5,884
33	CENTRONICS DATA COMPUTER CORP. by EXCO GROUP, INC.	\$87,088
34	C.F. JAMESON & CO., INC.	\$63,088
35	CIBA-GEIGY CORP.	\$32,398
36	COLUMBIA EQUIPMENT CO., INC.	\$2,273
37	COLUMBUS COATED FABRICS by BORDEN, INC.	\$215,407
38	COMPONENTS, INC. by CORNING, INC.	\$1,706
39	COMPUGRAPHIC CORP. by MILES, INC.	\$136,121
40	CONDUCTORLABS, INC. by GRIMES AEROSPACE CO.	\$2,842
41	CONSOLIDATED METAL FINISH, INC. by GRIMES AEROSPACE CO.	\$3,978
42	CONTERM CORP. by ALFA-LAVAL FOOD & DAIRY GROUP, INC.	\$9,094
43	COPOLYMER RUBBER & CHEMICAL CORP.	\$50,584
44	COPPUS ENGINEERING CORP.	\$93,210
45	COULTER INFORMATION SYSTEMS, INC. by COULTER SYSTEMS CORP.	\$7,967
46	CRAIG SYSTEMS CORP.	\$7,967
47	DATA GENERAL CORP.	\$223,932
48	DAVID CLARK CO., INC.	\$17,819
49	DOW CORNING CORP.	\$25,008
50	DYMO GRAPHIC SYSTEMS by ESSELTE PENDAFLEX CORP.	\$1,706
51	DYMO RETAIL SYSTEMS by ESSELTE PENDAFLEX CORP.	\$6,820
52	DYNATECH CORPORATION	\$7,967
53	EASTMAN KODAK CO.	\$21,029
54	ECC CORP.	\$211,429

Part 1: List of Defendants Settling with the Air Force and Their Respective Payment Obligations for Purposes of Settlement

No.	Potentially Responsible Party	Payment Due 27-Aug-92
55	EG&G, INC.	\$110,261
56	E.I. DUPONT DE NEMOURS AND COMPANY	\$7,389
57	ELECTRO SIGNAL LAB, INC.	\$6,094
58	ELECTRODYNE CO., INC. by LITTON INDUSTRIES, INC.	\$1,003
59	ELECTRONICS CORP. OF AMERICA by ALLEN-BRADLEY CO., INC.	\$4,547
60	ELECTRONIC PRODUCTS, INC.	\$2,842
61	ERCON, INC.	\$1,137
62	EXIDE SAFETY SYSTEMS, ESB, INC. by INCO UNITED STATES, INC.	\$22,734
63	FAIRCHILD SEMICONDUCTOR CORP.	\$120,492
64	FENWAL CO., INC.	\$43,196
65	FERROFLUIDICS CORP.	\$3,978
66	FOSTER GRANT CO., INC. by HOECHST CELANESE CORP.	\$25,578
67	GAF CORP.	\$84,224
68	GAMEWELL SYSTEMS CORP. by WICKES MANUFACTURING CO.	\$33,533
69	GAR DOC, INC.	\$25,008
70	GENERAL LATEX & CHEMICAL CORP.	\$596,433
71	GEOCHEM, INC.	\$47,742
72	GEORGE S. CARRINGTON CO.	\$26,144
73	GERMANIUM POWER DEVICES CORP.	\$2,842
74	GHZ DEVICES CO., INC. by LORAL CORP.	\$2,273
75	GOULD SHAWMUT DIV. by GOULD, INC.	\$8,525
76	GTE SYLVANIA, INC. by GTE PRODUCTS CORP.	\$713,807
77	HAARTZ-MASON, INC.	\$17,819
78	HADCO PRINTED CIRCUIT CO. by HADCO CORP.	\$22,460
79	HALLIBURTON INDUSTRIAL SERVICES, INC. by BROWN & ROOT INDUSTRIAL SERVICES, INC.	\$227,342
80	HANSCOM AFB by U.S. AIR FORCE	\$28,418
81	HARTFORD HOSPITAL	\$1,003
82	HARTFORD PRECISION PRODUCTS CO. by HARTFORD BEARING CO.	\$21,029
83	HAVERHILL GAS CO. by ESSEX COUNTY GAS CO.	\$3,978
84	HERMETITE CORP.	\$122,197
85	HEWLETT PACKARD CO.	\$5,684
86	HONEYWELL INC./BULL HN INFORMATION SYSTEMS INC.	\$378,514
87	HURLEY PACKAGING CORP.	\$23,303
88	HYBRID SYSTEMS CORP. by SIPEX CORP.	\$1,003
89	ICON CORP.	\$8,525
90	IMLAC CORP. by NEW IMLAC CORP.	\$4,547
91	INDUSTRIAL SOLID STATE CONTROLS DIV. by HONEYWELL, INC.	\$24,439
92	INFOREX CORP. by DATAPOINT	\$5,684
93	INFRARED INDUSTRIES, INC. by ROSPATCH ORLANDO, INC.	\$25,578
94	INTEREX CORP. by CHEMICAL WASTE MANAGEMENT, INC.	\$2,842
95	ITT SEMICONDUCTORS DIV. OF ITT CORP. by ITT CORP.	\$4,547
96	JAMESBURY CORP. by NELES-JAMESBURY, INC.	\$263,149
97	JERGUSON GAGE & VALVE DIV. by WHITE CONSOLIDATED INDUSTRIES, INC.	\$1,003
98	JOHN J. DANALS CO., INC.	\$35,238
99	J.H. WINN, INC. by McCORD WINN TEXTRON, INC.	\$2,842
100	KEENE CORP. by ARLON, INC.	\$19,882
101	KENICS CORP. by CHEMINEER, INC.	\$59,677
102	KOLLSMAN INSTRUMENT CO. by SEQUA CORP.	\$39,786
103	K.W. THOMPSON TOOL CO.	\$7,957
104	LEPAGES INC.	\$168,802
105	LOWELL SHOE CO.	\$9,842
106	MADICO INC. by KEYES FIBRE CO.	\$53,994

Part I: List of De Minimis Settling Defendants and the Air Force and Their Respective Payment Obligations for Purposes of Settlement

No	Potentially Responsible Party	Payment Due 27-Aug-82
107	METALIZED CERAMICS CORP. by ROSENTHAL NORTH AMERICA, INC.	\$229,618
108	MICRO-BIT CORP.	\$21,588
109	MKS INSTRUMENTS, INC.	\$5,684
110	MOBIL OIL - CARTERET by MOBIL OIL CORP.	\$624,124
111	MOBIL TYCO SOLAR ENERGY CORP. by MOBIL OIL CORP.	\$51,152
112	MONSANTO CO.	\$43,195
113	MULTI-CIRCUITS by TYCO LABORATORIES, INC.	\$1,137
114	MYER WORLD by FIGGIE INTERNATIONAL, INC.	\$10,799
115	NATIONAL CASH REGISTER CO. by NCR CORP.	\$2,273
116	NATIONAL HEEL CO., INC. by GORDETT ENTERPRISES, INC.	\$10,230
117	NAVTEC, INC.	\$2,842
118	NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.	\$7,967
119	NORRIS IND., INC.	\$5,115
120	NORTHEAST LABORATORY MACHINE CO., INC.	\$4,547
121	OMNI SPECTRA, INC. by M/A-COM OMNI SPECTRA, INC.	\$2,842
122	PANDEL-BRADFORD, INC. by AUSMONT USA, INC.	\$148,636
123	PARKER'S EXPRESS	\$2,273
124	PARLEX CORP.	\$87,527
125	PERVEL INDUSTRIES, INC.	\$13,641
126	PFIZER INC.	\$45,468
127	PRESMET CORP. by GKN NORTH AMERICA, INC.	\$5,684
128	PRINCE PACKAGING by BORDEN, INC.	\$3,978
129	PYROTEX CORP. by CHELSEA INDUSTRIES, INC.	\$50,584
130	RULE INDUSTRIES, INC.	\$5,684
131	SANDERS ASSOCIATES, INC. by LOCKHEED SANDERS, INC.	\$123,333
132	SEARLE & CO.	\$218,817
133	SEMICON, INC.	\$1,003
134	SEMICONDUCTOR PROCESSING CO., INC.	\$19,324
135	SEMPRO CO., INC. by HOYA MICRO MASK, INC.	\$4,547
136	SIGMA INSTRUMENTS, INC. by PACIFIC SCIENTIFK CO.	\$56,836
137	SIMONDS SAW & STEEL CO. by ELJER MANUFACTURING, INC.	\$218,248
138	SIMPLEX TIME RECORDER CO.	\$1,003
139	SIMPLEX WIRE & CABLE CO.	\$81,843
140	SIMULATION PHYSICS, INC., now known as SPIRE CORPORATION	\$1,705
141	SMITHS TRANSFER CORP. by ARA SERVICES, INC.	\$10,230
142	STREM CHEMICALS, INC.	\$34,101
143	STYLETEK, INC. by AUSMONT USA, INC.	\$36,943
144	ST. REGIS CORP. by CHAMPION INTERNATIONAL CORP.	\$11,367
145	SUFFOLK UNIVERSITY	\$2,842
146	SUISMAN & BLUMENTHAL, INC. by AEROSPACE METALS CO., INC.	\$51,152
147	TAU-TRON	\$7,389
148	TELEDYNE PHILBRICK by TELEDYNE COMPONENTS CO., INC.	\$25,008
149	TERADYNE, INC.	\$43,783
150	TEXAS INSTRUMENTS, INC.	\$45,468
151	TNCO, INC.	\$5,684
152	TORQUE SYSTEMS, INC. by EG&G WATERTOWN, INC.	\$20,461
153	TRANSCOM MANUFACTURING CO., INC.	\$15,914
154	UNITED FINISH CO., INC. by ICI AMERICAS, INC.	\$169,708
155	UNITRODE COMPUTER PRODUCTS CORP. by UNITRODE CORP.	\$35,238
156	UNIVERSITY SYSTEMS OF NEW HAMPSHIRE	\$18,758
157	UPACO ADHESIVES CO. by WORTHEN INDUSTRIES, INC.	\$8,862
158	VARIAN ASSOCIATES, INC.	\$72,750
159	VENTRON DIV. by MORTON INTERNATIONAL, INC.	\$17,819
160	VISTRON CORP. by BP CHEMICALS, INC.	\$17,061

Part I: List of Defendants Settling Defendants and the Air Force and Their Respective Payment Obligations for Purposes of Settlement

No	Potentially Responsible Party	Payment Due 27-Aug-92
161	WALLACE MURRAY CORP. by ELJER MANUFACTURING, INC.	\$19,324
162	WANG LABORATORIES, INC.	\$59,677
163	WESTERN ELECTRIC by AMERICAN TELEPHONE & TELEGRAPH CO.	\$397,906
164	WEYMOUTH ART LEATHER CO.	\$27,849
165	WINGAERSHEEK TURBINE DIV. by VICTOR EQUIPMENT CO.	\$13,072
166	WORCESTER CONTROLS CORP.	\$43,088
167	W. H. NICHOLS CO., INC. by PARKER-HANNIFIN CORP.	\$21,029
168	W. R. GRACE & CO. - CONN.	\$68,771

*Transporters Paying According to Agreements with their Generators*

169	MASON AND DIXON TANK LINES, INC.
170	ROY BROS. INC.



APPENDIX D

Part II: List of Scheduled De Minimis Settling Defendants and Their Respective Payment Obligations for Purposes of Settlement

No.	Potentially Responsible Party	Payment Due 27-Aug-92	Payment Due 08-Dec-92	Payment Due 08-Mar-93	Payment Due 08-Jun-93	Payment Due 08-Sep-93	Payment Due 08-Dec-93	Payment Due 08-Mar-94	Payment Due 08-Jun-94	Payment Due 08-Sep-94	Payment Due 08-Dec-94	Payment Due 08-Mar-95	Payment Due 08-Jun-95
1	ANSON, INC.	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139	\$3,139
2	DELTA ELECTRONICS MFG. CORP.	\$4,673	\$4,673	\$4,673	\$4,673								
3	DI-AN CONTROLS, INC.	\$523	\$523	\$523	\$523	\$523	\$523	\$523	\$523	\$523	\$523	\$523	\$523
4	G & R SCREW MACHINE PRODUCTS, INC.	\$1,168	\$1,168	\$1,168	\$1,168								
5	MASS DISPOSAL	\$3,461				\$3,461				\$3,461			
6	SIBLEY CO.	\$1,314	\$1,314	\$1,314	\$1,314								
7	SILICON TRANSISTOR CORP., KSC SEMICONDUCTOR CORP.	\$8,604		\$8,604		\$8,604		\$8,604		\$8,604		\$8,604	
8	SUFFOLK SERVICES, INC.	\$2,036				\$2,036				\$2,036			
9	TRANSITRON ELECTRONIC CORP. by TRANSITRON ELECTRONIC TRUST	\$20,000				\$20,000				\$140,160 *			

\* Remainder due 9/9/94 or when Haseyampa Landfill Superfund Site escrow fund is dispersed, whichever occurs first.

## APPENDIX E

### **VOLUMETRIC RANKING LIST OF ALL DEFENDANTS**

Based on Waste Sent in to the Silresim Site

Potentially Responsible Party	Drums	Volumetric Share *
COLUMBIA MAGNETICS	17,168	15.107357%
RAYTHEON COMPANY	12,066	10.617740%
POLAROID CORP.	11,107	9.773847%
DIGITAL EQUIPMENT CORP.	6,449	5.674938%
MILLIPORE CORP./WATERS	5,568	4.899683%
GENERAL CHEMICAL	5,555	4.888244%
NASHUA CORP.	3,868	3.403731%
AMERICAN CYANAMID CO.	3,424	3.013024%
GILLETTE CO.	2,942	2.588877%
BOSTIK, EMHART CORP. and USM CORP.	2,470	2.173530%
IBM CORP.	2,134	1.877860%
THE DOW CHEMICAL COMPANY	2,041	1.796023%
STANLEY WORKS	1,982	1.744104%
NEW ENGLAND NUCLEAR	1,903	1.674586%
HITCHINER MANUFACTURING CO., INC.	1,816	1.598029%
BOSTON EDISON CO.	1,777	1.563710%
MARISOL, INC.	1,667	1.486913%
S. D. WARREN CO., INC. and SCOTT GRAPHICS	1,579	1.389476%
ENGELHARD CORP.	1,489	1.310278%
PORTSMOUTH NAVAL SHIPYARD	1,398	1.230201%
AMERICAN OPTICAL CORP.	1,354	1.191482%
JANCO, INC.	1,239	1.090285%
GENERAL ELECTRIC CO., INC.	1,157	1.018127%
IONICS, INC.	1,103	0.970609%
GTE SYLVANIA, INC.	1,001	0.880852%
GENERAL LATEX & CHEMICAL CORP.	835	0.734776%
MOBIL OIL - CARTERET	735	0.646779%
SPRAGUE ELECTRIC CO.	663	0.583421%
WESTERN ELECTRIC	558	0.491024%
HONEYWELL INC./BULL HN INFORMATION SYSTEMS INC.	528	0.464625%
JAMESBURY CORP.	483	0.407427%
COMPUGRAPHIC CORP.	434	0.381908%
ITEK CORP.	429	0.377508%
METALIZED CERAMICS CORP.	404	0.355509%
HALLIBURTON INDUSTRIAL SERVICES, INC.	400	0.351989%
DATA GENERAL CORP.	394	0.346709%
SEARLE & CO.	385	0.338789%
SIMONDS SAW & STEEL CO.	384	0.337909%
COLUMBUS COATED FABRICS	379	0.333509%
ECC CORP.	372	0.327350%
AVCO EVERETT RESEARCH LABORATORY	364	0.320310%
DAVIDSON RUBBER CO.	351	0.308870%
AMERICAN FINISH & CHEMICAL CO.	317	0.278951%
TRANSITRON ELECTRONIC CORP.	317	0.278951%
LEPAGES INC.	297	0.261352%
UNITED FINISH CO., INC.	281	0.247272%
PANDEL-BRADFORD, INC.	258	0.227033%
BORDEN & REMINGTON CORP.	251	0.220873%
ARTISAN INDUSTRIES, INC.	250	0.219993%
REED ROLLED THREAD	238	0.209433%
ALLIED CHEMICAL	221	0.194474%
SANDERS ASSOCIATES, INC.	217	0.190954%

## APPENDIX E

### **VOLUMETRIC RANKING LIST OF ALL DEFENDANTS**

Based on Waste Sent In to the Silresim Site

Potentially Responsible Party	Drums	Volumetric Share *
HERMETITE CORP.	215	0.189194%
FAIRCHILD SEMICONDUCTOR CORP.	212	0.186554%
EG&G, INC.	194	0.170715%
BASF CORP.	186	0.163675%
CIRCUIT-WISE INC.	172	0.151355%
RAYBESTOS	172	0.151355%
COPPUS ENGINEERING CORP.	164	0.144315%
BLH ELECTRONICS, INC.	157	0.138156%
PARLEX CORP.	154	0.135516%
PEIRCE BROTHERS OIL SERVICE, INC.	146	0.128476%
SIMPLEX WIRE & CABLE CO.	144	0.126716%
ALDEN RESEARCH LABORATORY	129	0.113516%
VARIAN ASSOCIATES, INC.	128	0.112636%
W. R. GRACE & CO. - CONN.	121	0.106477%
CENTRONICS DATA COMPUTER CORP.	118	0.103837%
GAF CORP.	113	0.099437%
BARCLAY CHEMICAL CO., INC.	111	0.097677%
C.F. JAMESON & CO., INC.	111	0.097677%
WORCESTER CONTROLS CORP.	111	0.097677%
MCARTHUR CHEMICAL CO., LTD.	109	0.095917%
ANDERSON POWER PRODUCTS CO., INC.	106	0.093277%
KENICS CORP.	105	0.092397%
WANG LABORATORIES, INC.	105	0.092397%
HAMBLET & HAYES CO.	104	0.091517%
SIGMA INSTRUMENTS, INC.	100	0.087997%
MADICO INC. by KEYES FIBRE CO.	95	0.083597%
PACKAGE CHEMICAL CO., INC.	94	0.082717%
ALTRON, INC.	92	0.080957%
MOBIL TYCO SOLAR ENERGY CORP.	90	0.079197%
SUISMAN & BLUMENTHAL, INC.	90	0.079197%
WORCESTER STAMP COMPANY	90	0.079197%
COPOLYMER RUBBER & CHEMICAL CORP.	89	0.078317%
PYROTEX CORP.	89	0.078317%
GEOCHEM, INC.	84	0.073916%
SILICON TRANSISTOR CORP., KSC SEMICONDUCTOR CORP.	83	0.073036%
BRIDGEPORT MACHINES	80	0.070398%
CAPITOL MAGNETIC PRODUCTS	80	0.070398%
PFIZER INC.	80	0.070398%
TEXAS INSTRUMENTS, INC.	80	0.070398%
TERADYNE, INC.	77	0.067758%
FENWAL CO., INC.	76	0.066878%
MONSANTO CO.	76	0.066878%
HADCO PRINTED CIRCUIT CO.	75	0.065998%
B.F. GOODRICH CO.	73	0.064238%
KOLLSMAN INSTRUMENT CO.	70	0.061598%
W. W. & C. F. TUCKER, INC.	66	0.058078%
STYLETEK, INC.	65	0.057198%
JOHN J. DANAIS CO., INC.	62	0.054558%
UNITRODE COMPUTER PRODUCTS CORP.	62	0.054558%
ANSON, INC.	60	0.052798%
STREM CHEMICALS, INC.	60	0.052798%
BORDEN, INC.	59	0.051918%

## APPENDIX E

### **VOLUMETRIC RANKING LIST OF ALL DEFENDANTS**

Based on Waste Sent in to the Silresim Site

Potentially Responsible Party	Drums	Volumetric Share *
GAMEWELL SYSTEMS CORP.	59	0.051918%
CIBA-GEIGY CORP.	57	0.050158%
ARROW AUTOMOTIVE INDUSTRIES, INC.	55	0.048398%
HANSCOM AFB	50	0.043999%
WEYMOUTH ART LEATHER CO.	49	0.043119%
GEORGE S. CARRINGTON CO.	48	0.040479%
FOSTER GRANT CO., INC.	45	0.039599%
INFRARED INDUSTRIES, INC.	45	0.039599%
DOW CORNING CORP.	44	0.038719%
GAR DOC, INC.	44	0.038719%
RCA CO., INC.	44	0.038719%
TELEDYNE PHILBRICK	44	0.038719%
ATKINS & MERRILL	43	0.037839%
INDUSTRIAL SOLID STATE CONTROLS DIV.	43	0.037839%
HURLEY PACKAGING CORP.	41	0.036079%
CLEAN WAY INDUSTRIES, INC.	40	0.035199%
EXIDE SAFETY SYSTEMS, ESB, INC.	40	0.035199%
MICRO-BIT CORP.	38	0.033439%
EASTMAN KODAK CO.	37	0.032559%
HARTFORD PRECISION PRODUCTS CO.	37	0.032559%
W. H. NICHOLS CO., INC.	37	0.032559%
CAMBRIDGE THERMIONICS, INC.	36	0.031679%
TORQUE SYSTEMS, INC.	36	0.031679%
GEORGE DEMARAIS	35	0.030799%
KEENE CORP.	35	0.030799%
SEMICONDUCTOR PROCESSING CO., INC.	34	0.029919%
WALLACE MURRAY CORP.	34	0.029919%
UNIVERSITY SYSTEMS OF NEW HAMPSHIRE	33	0.029039%
DELTA ELECTRONICS MFG. CORP.	32	0.028159%
DAVID CLARK CO., INC.	31	0.027279%
HAARTZ-MASON, INC.	31	0.027279%
VENTRON DIV.	31	0.027279%
BELLOFRAM CORPORATION	30	0.026399%
VISTRON CORP.	30	0.026399%
TRANSCOM MANUFACTURING CO., INC.	28	0.024639%
THE BADGER COMPANY, INC.	25	0.021999%
PERVEL INDUSTRIES, INC.	24	0.021119%
WARNER & SWASEY CO.	24	0.021119%
WINGAERSHEEK TURBINE DIV.	23	0.020239%
ST. REGIS CORP.	20	0.017599%
MYER WORLD	19	0.016719%
NATIONAL HEEL CO., INC.	18	0.015839%
SMITHS TRANSFER CORP.	18	0.015839%
LOWELL SHOE CO.	17	0.014960%
MASS DISPOSAL	17	0.014960%
UPACO ADHESIVES CO.	17	0.014960%
AMICON CORPORATION	16	0.014080%
CONTERM CORP.	16	0.014080%
ELECTRO SIGNAL LAB, INC.	16	0.014080%
AMERICAN POWER DEVICES	15	0.013200%
GOULD SHAWMUT DIV.	15	0.013200%
ICON CORP.	15	0.013200%

## APPENDIX E

### **VOLUMETRIC RANKING LIST OF ALL DEFENDANTS**

Based on Waste Sent in to the Siresim Site

Potentially Responsible Party	Drums	Volumetric Share *
COULTER INFORMATION SYSTEMS, INC.	14	0.012320%
CRAIG SYSTEMS CORP.	14	0.012320%
DYNATECH CORPORATION	14	0.012320%
NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.	14	0.012320%
K.W. THOMPSON TOOL CO.	14	0.012320%
AUGAT, INC.	13	0.011440%
E.I. DUPONT DE NEMOURS AND COMPANY	13	0.011440%
TAU-TRON	13	0.011440%
DYMO RETAIL SYSTEMS	12	0.010580%
ARROWHEAD ENTERPRISES, INC.	11	0.009680%
A.E. BURGESS LEATHER CO., INC.	10	0.008800%
BACON INDUSTRIES, INC.	10	0.008800%
BRAND-REX COMPANY	10	0.008800%
CARLISLE SCREW CORP.	10	0.008800%
DI-AN CONTROLS, INC.	10	0.008800%
HEWLETT PACKARD CO.	10	0.008800%
INFOREX CORP.	10	0.008800%
MKS INSTRUMENTS, INC.	10	0.008800%
PRESMET CORP.	10	0.008800%
RULE INDUSTRIES, INC.	10	0.008800%
SUFFOLK SERVICES, INC.	10	0.008800%
TNCO, INC.	10	0.008800%
ADCOLE CORP.	9	0.007920%
CAPITOL MOLDING CORP.	9	0.007920%
NORRIS IND., INC.	9	0.007920%
SIBLEY CO.	9	0.007920%
ELECTRONICS CORP. OF AMERICA	8	0.007040%
G & R SCREW MACHINE PRODUCTS, INC.	8	0.007040%
IMLAC CORP.	8	0.007040%
ITT SEMICONDUCTORS DIV. OF ITT CORP.	8	0.007040%
NORTHEAST LABORATORY MACHINE CO., INC.	8	0.007040%
SEMPRO CO., INC.	8	0.007040%
CONSOLIDATED METAL FINISH, INC.	7	0.006160%
FERROFLUIDICS CORP.	7	0.006160%
HAVERHILL GAS CO.	7	0.006160%
PRINCE PACKAGING	7	0.006160%
CAPITOL CIRCUITS CORP.	6	0.005280%
CONDUCTORLABS, INC.	5	0.004400%
ELECTRONIC PRODUCTS, INC.	5	0.004400%
GERMANIUM POWER DEVICES CORP.	5	0.004400%
INTEREX CORP.	5	0.004400%
J.H. WINN, INC.	5	0.004400%
NAVTEC, INC.	5	0.004400%
OMNI SPECTRA, INC.	5	0.004400%
SUFFOLK UNIVERSITY	5	0.004400%
COLUMBIA EQUIPMENT CO., INC.	4	0.003520%
GHZ DEVICES CO., INC.	4	0.003520%
NATIONAL CASH REGISTER CO.	4	0.003520%
PARKER'S EXPRESS	4	0.003520%
QUALITY ENAMEL CO.	4	0.003520%
BOSTON INSULATED WIRE & CABLE CO., INC.	3	0.002640%
COMPONENTS, INC.	3	0.002640%

## APPENDIX E

### **VOLUMETRIC RANKING LIST OF ALL DEFENDANTS**

Based on Waste Sent in to the Siresim Site

Potentially Responsible Party	Drums	Volumetric Share *
DYMO GRAPHIC SYSTEMS	3	0.002640%
SIMULATION PHYSICS, INC., now known as SPIRE CORPORATION	3	0.002640%
BLACK & DECKER (U.S.) INC.	2	0.001760%
BOSTON CITY HOSPITAL	2	0.001760%
ERCON, INC.	2	0.001760%
MULTI-CIRCUITS	2	0.001760%
ABCOR, INC.	1	0.000880%
ELECTRODYNE CO., INC.	1	0.000880%
HARTFORD HOSPITAL	1	0.000880%
HYBRID SYSTEMS CORP.	1	0.000880%
JERGUSON GAGE & VALVE DIV.	1	0.000880%
SEMICON, INC.	1	0.000880%
SIMPLEX TIME RECORDER CO.	1	0.000880%
	112,732	99.200986%

#### **TRANSPORTERS SETTLING PER AGREEMENTS WITH THEIR GENERATORS**

ROY BROS. INC.  
MASON AND DIXON TANK LINES, INC.

**TOTAL NUMBER OF DEFENDANTS = 223**

\* Original Volumetric share of all Potentially Responsible Parties (Volumetric Shares of Non-Settlers are not Shown).

## APPENDIX F CALCULATION OF PRESENT VALUE ("PV")

All response costs incurred within a calendar year are to be discounted back to July 1, 1992 using annual nominal discount rates, each of which is calculated as the sum of the annual inflation rate plus five (5%) percent. For purposes of discounting, all costs are treated as mid-year payments, occurring on July 1 of the year in which they are incurred.<sup>1</sup>

### Generalization of PV Calculations:

To calculate the PV, annual inflation rates would need to be collected. These inflation rates are taken from the Boston Consumer Price Index (BCPI) for "All Items" as developed by the Federal Reserve Bank of Boston. Data used for a particular year are the data applicable to the period directly prior to July 1 of that year.

Currently, the BCPI is calculated every other month, so May of a particular year would be used as the index. If the BCPI were as follows:

<u>Period</u>	<u>BCPI</u>
May 1991	132.5
May 1992	136.0
May 1993	140.4
May 1994	145.1

Then the inflation rates would be:

<u>Period</u>	<u>BCPI</u>	<u>Inflation Rate</u>
1991	132.5	
1992	136.0	2.6415% [136.0 / 132.5 = 1.0264150]
1993	140.4	3.2353% [140.4 / 132.5 = 1.0323529]
1994	145.1	3.3476% [145.1 / 140.4 = 1.0334757]

The resulting nominal discount rates would be:

<u>Period</u>	<u>Inflation Rate</u>	<u>Real Discount Rate</u>	<u>Nominal Discount Rate</u>
1992	2.6415%	+ 5.0% =	7.6415%
1993	3.2353%	+ 5.0% =	8.2353%
1994	3.3476%	+ 5.0% =	8.3476%

### Discounting 1992 Expenditures

If, for example, the following costs were incurred in 1992:

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<sup>1</sup>For calendar year 1992, all costs are treated as occurring on October 1, 1992, the midpoint between July 1, 1992 and December 31, 1992.

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August 15, 1992	\$2,500
November 30, 1992	<u>\$1,000</u>
1992 Total Expenses:	\$3,500

All response costs incurred would be added, and the sum (i.e., \$3,500 in this example) would be treated as a mid-year payment occurring on October 1, 1992 (the middle of the 1992 period between 7/1/92 and 12/31/92). That payment would then be discounted back to a July 1, 1992 PV as follows:<sup>2</sup>

$$\$3,500 \times [1 / (1 + .076415)^{(3/12)}] = \$3,436.16$$

This is equivalent to:

$$\$3,500 \times 0.981759 = \$3,436.16$$

where 0.981759 would be a "Discount Factor" that would be multiplied by all costs occurring between July 1, 1992 and December 31, 1992.

#### Discounting Post-1992 Expenditures

For example, if in 1994 the following costs are incurred:

March 15, 1994	\$2,500
August 10, 1994	\$1,500
November 2, 1994	<u>\$1,000</u>
1994 Total Expenses:	\$5,000

All response costs incurred would be added, and the sum (i.e., \$5,000 in this example) would be treated as a mid-year payment occurring on July 1, 1994. That payment would then be discounted back to a July 1, 1992 PV.

$$\$5,000 \times [[1 / (1 + .083476)] \times [1 / (1 + .082353)]] = \$4,263.65$$

This is equivalent to:

$$\$5,000 \times 0.852730 = \$4,263.65$$

where 0.852730 would be the discount factor that would be

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<sup>2</sup>The discount equation for 1992 costs would be raised to a power of .25 (3/12) to account for the fact that only six (6) months of costs were involved and that those costs were treated as mid-period payments (being made on October 1, 1992).



multiplied by the sum of all costs occurring during 1994.

The present value equivalents for each year (e.g., \$4,263.65 for 1994 and \$3436.16 for 1992) would be added up to determine when the \$54.8 million PV threshold has been exceeded.

